

James A. Saville, Jr.
HILL RIVKINS LLP
45 Broadway, Suite 1500
New York, New York 10006-3793

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
ORE-CAL CORPORATION,	:	
	:	Docket No. 19 cv _____ ()
Plaintiff,	:	
	:	
- Against -	:	
	:	<u>COMPLAINT</u>
MAERSK LINE A/S	:	
	:	
Defendant.	:	
-----X	:	

Plaintiff, Ore-Cal Corporation, by and through its attorneys Hill Rivkins LLP, as and for its complaint against the above named defendant alleges upon information and belief as follows:

PARTIES

1. At and during all times hereinafter mentioned, Plaintiff Ore-Cal Corporation was and now is a corporation organized and existing under California law with an office and principal place of business at 634 S. Crocker Street, Los Angeles, California 90021 and was the receiver, consignee and/or owner of the subject shipment.

2. At and during all times hereinafter mentioned, Defendant Maersk Line A/S (“Maersk”) was and now is a corporation organized and existing under foreign law with an office and principal place of business at 180 Park Avenue, Suite 105, Florham Park, New Jersey 07932 and was and now is engaged in business as common carriers of goods for hire.

JURISDICTION

3. This Honorable Court has subject matter jurisdiction pursuant to 28 U.S.C. §1333 and this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

THE CLAIM

4. In or about September 2017, there was delivered to Defendant a shipment of shrimp in good order and condition and suitable in every respect for the intended transportation which Defendant received, accepted and agreed to transport for certain consideration aboard the M/V LEONIDIO from India to the United States pursuant to bill of lading SAFM769992252.

5. Defendant failed to re-deliver the subject shipment in the same good order and condition as when they were received.

6. By reasons of the premises, Defendant breached and violated its duties and obligations as a common carrier and bailee of the cargo, was negligent and careless in its handling of the subject shipment and was otherwise at fault.

7. Plaintiff was the shipper, owner, consignee and/or insurer of the subject shipment and brings this action on its own behalf and on behalf of all parties who are or may become interested in the subject shipment, as their respective interests may ultimately appears, and Plaintiff is entitled to maintain this action.

8. Plaintiff has performed all duties and obligations on its part to be performed.

9. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$137,115.07, plus interest, costs and attorneys' fees.

WHEREFORE, Plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against the Defendant.
2. That if the Defendant cannot be found within this District, that all of their property within this District be attached in the sum set forth in this Complaint, with interest and costs.
3. That a decree may be entered in favor of Plaintiff against Defendant the amount of Plaintiff's damages, together with pre-judgment interest, costs and attorneys' fees.
4. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: New York, New York
January 18, 2019

HILL RIVKINS LLP
Attorneys for Plaintiff

By: /s/ James A. Saville, Jr.
James A. Saville, Jr.

45 Broadway, Suite 1500
New York, New York 10006
(212) 669-0600
jsaville@hillrivkins.com

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